

## **TERMS OF SALE**

**Effective Date: June 1, 2023**

The following Terms of Sale (these “**Terms**”) shall apply to the purchase and sale of products (collectively, “**Products**”), subscriptions for SaaS Subscription (as such term is defined hereinbelow), and/or Services (as such term is defined hereinbelow) offered and sold by Sloan Marketplace LLC (referred to herein as, “**Sloan Marketplace**” or “**us**”) on our website at [www.sloanmarketplace.com](http://www.sloanmarketplace.com). These Terms, and any other additional guidelines, terms, and agreements provided by Sloan Marketplace or that are referenced in these Terms and that are applicable to such Products, SaaS Subscription and Services constitute the entire agreement between the purchaser of such Products or Services (“**Buyer**” or “**you**”) and Sloan Marketplace, concerning such Products, SaaS Subscription and Services. **PLEASE READ THESE TERMS CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR PURCHASE OF PRODUCTS, SAAS SUBSCRIPTION OR ANY SERVICES AND YOUR USE OF ANY OF OUR WEBSITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.** By ordering the Products, SaaS Subscription and/or Services, you represent and warrant that you have read, understood, and accepted these Terms.

**1. Construction and Order of Precedence.** These Terms shall apply to, all oral or written contracts, obligations, understandings, commitments, purchase orders, bids, arrangements and/or transactions between or among you and Sloan Marketplace, existing on the date hereof or hereafter executed and supersede all previous communications, and understandings that are inconsistent with these Terms; provided, that in the event you are purchasing a Software as a Service subscription from Sloan Marketplace (a “**SaaS Subscription**”), then in addition to these Terms, the [Subscription Terms and Conditions](#) and any subscription contract provided by Sloan Marketplace (together, the Subscription Terms and Conditions and any subscription contract shall be referred to herein as the “**Subscription Terms and Conditions**”), shall apply and govern and control. Products or Services purchased in stores or through other retailers may be subject to different or additional terms beyond those stated here. All documents, forms, or other terms or conditions provided by you to Sloan Marketplace, which are not signed by an authorized representative of Sloan Marketplace, are not part of these Terms and shall have no effect on the parties. These Terms contain the entire understanding between you and Sloan Marketplace and may not be supplemented or modified by course of dealing, course of performance, any oral communication between the parties, or any response, whether oral or written, purporting to modify or supplement the terms unless such response is in writing and executed or consented to in writing by an authorized representative of Sloan Marketplace.

**2. Prices.** The price for our Products, SaaS Subscription and Services will be as listed on our website, unless the website indicates otherwise or the price is not listed, then the prices will be provided via quotation to the email address you provide us. Taxes for Products and Services are based on the address designated by you for the delivery of Products (the “**ship-to address**”) and will be included in the quotation. Prices online may differ from prices available in stores or through other retailers and all prices, discounts, and promotions are subject to change at any time, by Sloan Marketplace. Unless expressly stated otherwise, prices for all Products and Services are in US Dollars. Prices for Services may differ depending on the ship-to address and such prices include only the stated or described Service item; any additional services or incidental tasks not listed on our website shall be subject to an additional fee or cost.

### **3. Placing Orders.**

3.1 **How We Will Accept Your Order.** Your order will be accepted by Sloan Marketplace when we email you an order acknowledgement confirming the details of your order, at which point a contract will come into existence between you and us for the purchase of the Products, or the Services described in the order confirmation. Your account will be charged the corresponding amount when Products are shipped or when Services are dispatched, as the case may be.

If your order includes a SaaS Subscription, your order will be accepted by Sloan Marketplace when we email you an order acknowledgement confirming the details of your order along with a subscription contract. Your account will be charged thereafter on a monthly basis, in accordance with the Subscription Terms and Conditions.

3.2 **If We Cannot Accept Your Order.** Product and Service availability may be limited in certain areas. If we are unable to accept your

order for Products and/or Services, we will inform you of this in writing or by telephone and will not charge you for the product or services that we cannot provide.

3.3 **Changes to Orders.** Sloan Marketplace may, at any time change, suspend or discontinue any of the Products or any features thereof. We will contact you if there are any material Product changes that affect your order, prior to fulfilling your order. In addition, Sloan Marketplace may, at any time change or modify a SaaS Subscription in accordance with the Subscription Terms and Conditions.

**4. Errors in Pricing or Product Descriptions.** Although we make reasonable efforts to ensure our prices for the Products and Services are correct, we may, on occasion, make inadvertent typographical errors, inaccuracies related to availability and/or some Products or Services may be incorrectly priced. The order confirmation with the correct pricing will be emailed to you, however, if we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognized by you as a mispricing, we may cancel the order and refund your payment. If a pricing error reflected a price that is lesser than the correct price and resulted in an underpayment for Products, then we may require the return of any Products delivered to you or require payment of the correct price. You hereby authorize Sloan Marketplace to charge your credit card we have on file, the correct price for the Products. Although we make reasonable efforts to post accurate information and images about our Products, please note that products may look different in person, and the look of Products can be affected by things such as your computer monitor settings.

#### **5. Services.**

5.1 You agree that any services ordered via Sloan Marketplace's website ("**Services**") will be purchased separately from the Products and will be in a separate order confirmation. If you wish to purchase a Service which is not offered or listed on Sloan's website, you may contact Sloan's customer service department at 1-866-657-0023.

5.2 You understand that Sloan Marketplace may use independent third-party contractors ("**Service Pro**") to perform the Services. Accordingly, Sloan Marketplace (including without limitation its successors, assigns, agents or any person or entity acting at Sloan Marketplace's direction) shall not be responsible for any damages, claims, liabilities or expenses of any nature arising out of such Services. You and Sloan Marketplace will determine a mutually agreed upon date for the Services to be performed. The Service Pro assigned to perform your Services will contact you approximately twenty-four (24) hours prior to the mutually agreed upon date as a courtesy reminder. You will need to allow the Service Pro into the location where the Products will be placed or where the Service will take place, it being understood that the Services will not be provided or performed at a residence. Service may be denied if the Service Pro determines that they do not have appropriate authorization to enter the Service location or perform the Services, or if the Service Pro determines that working conditions at the Service location are not safe. The Service Pro will perform the Services at the address specified in your order, during normal business hours. Upon completion of the Service, you can report any concerns with workmanship related to the Service, if any, to the Service Pro. Failure to report any such concerns while the Service Pro is still at the Service location, will be deemed your acceptance of the Services.

5.3 You will have the right to reschedule an appointment up to two (2) times without additional fees or charges if you provide at least 24 hours' advanced notice to the Service Pro.

5.4 If you reschedule an appointment within less than 24 hours prior to the scheduled time, then you will pay Sloan Marketplace a fee equivalent to fifty percent (50%) of the cost of the Service. Within 24 hours of the scheduled appointment, the Services shall become non-cancellable and non-refundable.

5.5 We may change the Service Pro assigned to perform your Service at any time for our convenience but will endeavor to minimize any changes to avoid rescheduling. The Service Pro may also make changes to their scheduled time and date based on their own availability.

5.6 You should unbox and inspect all Products to be installed by the Service Pro prior to their arrival to ensure that all such Products comply with the specifications and that the Products are not damaged. This will ensure that all time spent with the Service Pro is maximized.

**6. SaaS Subscription.** You may purchase a SaaS Subscription from Sloan Marketplace by contacting Sloan's customer service department at 1-866-657-0023, or if available on Sloan Marketplace's website, then via the website. Sloan reserves the right to modify

the way SaaS Subscriptions are purchased at any time. The SaaS Subscriptions shall be subject to the Subscription Terms and Conditions in addition to these Terms. In the event of a conflict between these Terms and the Subscription Terms and Conditions, the Subscription Terms and Conditions shall govern and control solely to the extent of the conflict.

**7. Payment.** The following terms apply to payment for the Products, Services and SaaS Subscription; however, we may offer additional payment options in the future or change the below payment terms, in our sole discretion:

**7.1 Payment for Products.** Buyer must make all payments in advance of shipment of any Products with a Visa, Mastercard, or American Express credit card. We will not charge your card for your purchase of Products until we ship the Products to you, however, we may pre-authorize or place a hold on your credit or debit card when you complete a check out, which can affect your balance or credit line. We also may cancel or place a hold on any orders that we suspect may be fraudulent.

**7.2 Payment for Services.** When you purchase Services, we pre-authorize or place a hold on your credit or debit card, which can affect your balance or credit line. Upon completion of the Services, we will remove the hold from your credit or debit card and charge you the full amount of the Service.

**7.3 Payment for SaaS Subscription.** The payment terms applicable to any SaaS Subscription shall be in accordance with the Subscription Terms and Conditions.

**8. Shipment and Delivery.** All prices for Products are FOB Sloan Marketplace facility as such term defined in the Uniform Commercial Code; provided, that any products that are too large, heavy or bulky may be shipped by parcel shipping and may be subject to additional charges. Products shall be shipped via Sloan Marketplace's designated carrier under the following terms:

(i) For all orders within the United States (contiguous), the shipping terms shall be prepaid freight charged back to Buyer.

(ii) If the order is accepted by Sloan Marketplace, then for all international orders, the shipping term shall be ExWorks (as that term is defined in INCOTERMS 2020) Sloan Marketplace's facility, or Sloan Marketplace's agent's facility, as applicable. Any freight charges paid by Sloan Marketplace shall be prepaid and charged back to Buyer.

Notwithstanding the foregoing, if Buyer chooses its own carrier, then delivery shall be ExWorks, as that term is defined in INCOTERMS 2020, Sloan Marketplace's facility or Sloan Marketplace's agent's facility, as applicable. Sloan Marketplace shall have no obligation or risk of loss of or damage to Products following delivery at its facility, even if Sloan Marketplace agrees to arrange for transportation as a courtesy to Buyer. Any such transportation shall be at Buyer's sole risk and expense.

Additional freight services, such as construction site delivery, lift gate delivery service, re-consigned freight or notification charges, are not included and will result in additional freight charges to Buyer. Buyer shall promptly notify Sloan Marketplace of any claims for damage in transit or non-delivery and any such claims must be filed against the carrier by Sloan Marketplace.

**9. Delivery Time.** Product and Service availability may be limited in certain areas. Further, any delivery times are expressed in business days and may vary due to production schedules, quantities ordered, seasonality and higher than normal production levels. Failure by Sloan Marketplace to meet any delivery date does not constitute a cause for cancellation or a claim for damages of any kind. You agree and acknowledge that time for delivery shall not be of the essence.

**10. Return and Refund Policy.** You may return your Product(s) according to Sloan Marketplace's return and refund policy. Refunds will be issued only to the original payment used when you placed the order. For Sloan Marketplace's full return and refund policy, please see: <https://legal.sloan.com/sloan-marketplace.html#return-policy>.

**11. Intellectual Property.** Certain Products, Services, SaaS Subscriptions or materials we sell may contain or incorporate trademarks, trade names, patents, designs, features, functionality, video, audio, images, displays, designs, and other materials that are proprietary to Sloan Marketplace ("**Sloan Marketplace Content**"), to other entities under common control with Sloan Marketplace (the "**Affiliates**") or to other third parties who have granted us the right to use said content in our Products or materials ("**Third Party Content**"). The Sloan Marketplace Content, Third Party Content and all intellectual property rights thereto are protected by United States and international copyright, trademark, patent, trade secret and other proprietary or intellectual property laws, and as between you and Sloan Marketplace, Sloan Marketplace shall have all right, title and license, as applicable, in and to the Sloan Marketplace Content and the Third Party Content. The name "**Sloan Marketplace**" and all other Sloan Marketplace marks, logos, product and service names, designs,

and phrases that we use in connection with our Products, Services and SaaS Subscriptions; are trademarks, service marks, or trade dress of Sloan Marketplace, its Affiliates or licensors. You may not use such marks or those of any third parties who own or have a right to the Third Party Content without the express written prior permission of Sloan Marketplace.

## **12. Limited Warranty.**

12.1 Product Warranty. Each Product is supplied with Sloan Marketplace's limited warranty described at:

<https://legal.sloan.com/warranty-policy.html>

12.2 Services Warranty. Sloan Marketplace provides a limited warranty that the Services will be performed in a professional and workmanlike manner and such Services will be warranted for a period of ninety (90) days. You must promptly (and in any event, within the ninety (90) day warranty period) notify us of any defective Services. In such event, you will allow us to inspect the Services rendered. If we determine that the defect was caused by us or our Service Pros, then we will either (in our discretion) re-perform the same Services at no additional cost to you or refund the money you paid for such Services. This warranty is Sloan Marketplace's sole and exclusive warranty on Services and the remedies described in this paragraph are the sole and exclusive remedies for Service warranty non-conformities.

12.3 SaaS Subscription Warranties. Any warranty provided by Sloan Marketplace (if any) for SaaS Subscriptions shall be in accordance with the Subscription Terms and Conditions. You hereby agree and acknowledge that the warranties set forth in Sections 12.1 and 12.2 shall not apply to your SaaS Subscription.

**13. Indemnification.** You agree to indemnify and hold harmless Sloan Marketplace, its Affiliates and their respective officers, directors, employees, managers, agents, successors and assigns from and against any claim or demand (including reasonable attorneys' and experts' fees and costs) made by any party due to or arising out of your (a) breach of these Terms, (b) improper use of the Products or Services (c) your failure to make the Service location available, safe or accessible to the Service Pros, or (d) breach of any law or the rights of a third party. Indemnification obligations related to the SaaS Subscription shall be set forth in the Subscription Terms and Conditions.

**14. Compliance with Laws.** Buyer agrees to comply with all laws and regulations applicable to the purchase, transport, use, storage, purchase, resale, lease and/or disposal of the Products, including, without limitation, to the extent applicable, the U.S. Export Administration Act and all regulations thereunder, and Buyer shall cause its employees and agents to comply with such laws and regulations.

**15. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SLOAN MARKETPLACE BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS OR SALES, ANY LOSS OF GOODWILL OR REPUTATION, LOSS OR CORRUPTION OF ANY DATA OR THE COSTS OF SUBSTITUTE GOODS OR PRODUCTS OR SERVICES, EVEN IF SLOAN MARKETPLACE OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL LIABILITY OF SLOAN MARKETPLACE TO YOU OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THESE TERMS OR YOUR PURCHASE OR USE OF THE PRODUCTS OR SERVICES EXCEED, IN THE AGGREGATE, THE THEN-ACTUAL VALUE OF THE PRODUCTS OR SERVICES THAT YOU PURCHASED FROM SLOAN MARKETPLACE AND FULLY PAID FOR, WHICH PRODUCTS OR SERVICES GIVE RISE TO THE LIABILITY.

**16. Limitation on Time to File Claims.** TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICES, THE SAAS SUBSCRIPTION, OR YOUR USE OF OUR PRODUCTS OR SERVICES MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**17. Governing Law.** By purchasing any of the Products or Services or purchasing a SaaS Subscription, you agree that these Terms and your use of the Products and Services and with respect to the SaaS Subscription, the Subscription Terms and Conditions, shall be governed exclusively by the laws of the State of Illinois without regard to conflict of laws principles, regardless of your location when purchasing the Products. These Terms are construed for all purposes as entered into and performed in Chicago (Cook County), Illinois

(USA). These Terms do not give rise to personal jurisdiction over Sloan Marketplace, either specific or general, in jurisdictions other than Illinois.

**18. Dispute Resolution.** The parties shall attempt to resolve any disputes and claims that may arise under these Terms (“**Disputes**”) through good faith negotiations. Any Disputes that cannot be resolved through negotiations within thirty (30) days of notice of the dispute shall be fully and finally settled by arbitration in accordance with the then effective Comprehensive Rules of JAMS. The arbitration shall be conducted before a single arbitrator. Any arbitration hearings will be conducted by phone or videoconference to the extent possible, but if the arbitrator determines that a hearing should be conducted in person, the locale for such hearing shall be Chicago, Illinois and the proceedings shall be conducted only in English. Judgment upon the award may be entered in any court having jurisdiction thereof. Further, you hereby agree that you shall not pursue any claims arising under these Terms or any order placed with Sloan Marketplace, on a class or other representative basis and will not seek to coordinate or consolidate any arbitration hereunder with any other proceeding. You and Sloan Marketplace both agree that nothing in this Section will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to bring an individual action (1) in a U.S. small claims court or (2) in a court of law, in accordance with the jurisdiction and venue described in this section above, seeking (a) only temporary or preliminary individualized injunctive relief, pending a final ruling from the arbitrator or (b) public injunctive relief, pending a ruling on the substance of such claim from the arbitrator.

**19. Attorneys’ Fees and Costs.** If any litigation or other court action, arbitration, or similar adjudicatory proceeding is commenced by a party against the other party to enforce its rights under these Terms or otherwise in connection with the Products, Services, SaaS Subscription or the purchase thereof, all fees, costs and expenses, including, without limitation, cost of arbitration, reasonable attorneys’ fees and court costs, incurred by Sloan Marketplace, if it is the prevailing party in such litigation, action, arbitration or proceeding, shall be reimbursed by you; provided, that if Sloan Marketplace prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by Sloan Marketplace on an equitable basis.

**20. Severability.** If any provision of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to not affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

**21. No Waiver.** The failure by Sloan Marketplace to exercise or enforce any rights or provisions of these Terms shall not constitute a waiver of such right or provision.

**22. No Partnership.** No partnership, joint venture, franchisor-franchisee, or agency relationship is intended or created by these Terms.

**23. Amendment.** Sloan Marketplace may at any time revise these Terms, by posting the revised terms on our website at the URL: <https://legal.sloan.com/sloan-marketplace.html#terms-of-sale>, which amended terms and conditions shall be binding upon you.

**24. Assignment and Third Party Beneficiary.** You may not assign or transfer these Terms or your obligations hereunder in whole or in part, whether by sale, merger, change in control, by operation of law, or otherwise to any third party. Assignment in violation of this provision is void. Further, this is an agreement between you and Sloan Marketplace and no other person shall have any rights to enforce any of its terms against us. Any warranty coverage may only be assigned according to the assignment provisions of the applicable warranty.

**25. UCC and INCOTERMS.** The meaning of any trade term referenced in [Section 8](#), and the rights and obligations of parties with respect to shipment and delivery of the Products shall be, as applicable, determined in accordance with the current edition of Incoterms published by the International Chamber of Commerce, or the most recent iteration of the Uniform Commercial Code as ratified and adopted by a majority of states, to the extent such section references the specified terms covered by the UCC or INCOTERMS. In the event of any conflict between these Terms and the UCC or INCOTERMS, as applicable, these Terms shall govern.

**26. Force Majeure.** Sloan Marketplace’s delay or failure to perform any duties or obligations will not be considered a breach of these Terms if such delay or failure is attributable to any of the following (each a “**Force Majeure Event**”): a labor dispute, market shortage of materials or equipment, fire, earthquake, flood, pandemic, governmental mandate or order or any other event beyond the control of Sloan Marketplace, provided that Sloan Marketplace uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. If Sloan Marketplace is unable to perform its obligations under any Order Confirmation due to a Force

Majeure Event, then it may terminate such order upon notice to Buyer, without liability.